



**Agenda
City Council
Council Chambers/City Hall
125 E. South Main, Flatonia, Texas**

**July 28, 2020
City of Flatonia
Special Meeting
5:00 p.m.**

Notice of City Council Meeting

In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code, Notice is hereby given that a Special Meeting of the City Council of the City of Flatonia will be held on Tuesday, July 28, 2020 beginning at 5:00 p.m. in the City Hall Council Chambers located at 125 E. South Main St., Flatonia, Texas, for the purpose of considering the following agenda items:

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

The meeting agenda is posted online at:

http://www.flatoniatx.gov/page/Council_Agendas_Minutes

To attend the meeting remotely, via the Zoom meeting app, use the link

<https://zoom.us/j/95636675573?pwd=UEtUS2VnYWJkcmN4UmJkRVc0Z0gxUT09>

Meeting ID: 956 3667 5573

Password: 085027

To attend by phone only, dial (888) 788-0099 or (346) 248-7799

Members of the public who wish to submit their written questions or comments on a listed agenda item must submit these by sending an email to City Manager Sarah Novo at manager@ci.flatonia.tx.us. Questions or comments must be received no later than 12:00 noon on Tuesday, July 28, 2020.

Opening Agenda

Call to Order

Invocation & Pledge

Citizens' Participation

Consent Agenda

Minutes of the July 14, 2020 Regular Council Meeting.

Workshop Agenda

WS7.2-2020.1 Workshop on FY 2021 Budget

Public Hearing

PH7.2-2020.1 Public hearing for the submission of an application to the Texas Community Development Block Grant (TxCDBG) Fire, Ambulance and Services Truck (FAST) Program.

Deliberation Agenda

7.2- 2020.1 Consider and take appropriate action on the resolution reinstating, continuing and renewing the Declaration of Disaster as signed by Mayor Milson on March 24, 2020, ratified by Council on March 31, 2020, and continued by Council on March 31, 2020 and May 27, 2020 for an additional sixty days.

7.2- 2020.2 Consider and take appropriate action with Flatonia ISD allowing for a School Resource Officer.

7.2-2020.3 Consider and take appropriate action on accounting of HOT funds.

7.2-2020.4 Consider and take appropriate action on a Memorandum of Understanding with Flatonia ISD regarding the softball field at McWhirter Park.

Executive Session

ES7.2-2020.1 As authorized by Section 551.086, Texas Government Code, the council may enter into closed or executive session to discuss and act upon the following competitive electric matter:
Credit to be given by Lower Colorado River Authority to the City of Flatonia

ES7.2-2020.2 As authorized by Section 551.074, Texas Government Code, the council may enter into closed or executive session to discuss the following personnel matter and, as authorized by Section 551.071, Texas Government Code, the council may consult with the City Attorney in connection with the personnel matter listed below:
Status report on suspension of City Secretary

Adjournment

I, the undersigned authority hereby certify that the Notice of Meeting was posted on the bulletin board outside the front door of the City Hall of the City of Flatonia, Texas, a place convenient and **readily accessible to the general public at all times** and said Notice was posted on the following date and time **July 24, 2020 by 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Sarah Novo, City Manager, City of Flatonia

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The Flatonia City Hall is wheelchair accessible. Access to the building is available at the primary entrance facing Main Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print are requested to contact the City Manager's Office at 361-865-3548 or by FAX 361-865-2817 at least two working days prior to the meeting so that appropriate arrangements can be made.

EXECUTIVE SESSION STATEMENT

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultations with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations Regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.086 (Certain Public Power Utilities: Competitive Matters) and 551.087 (Deliberation Regarding Economic Development Negotiations).



Flatonia City Council

Staff Report
July 28th, 2020 Council Meeting

CONSENT

Agenda Item:

Approve Minutes of July 14, 2020 Regular Meeting

Recommended Motion:

I move to approve the consent agenda to include the minutes of the June 14th, 2020 Special Meeting.

**Minutes
Flatonia City Council
Regular Meeting
July 14, 2020**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Donna Cockrell Dennis Geesaman Ginny Sears
City Staff	Sarah Novo – City Manager Angela Beck – City Attorney – via telephone Lee Dick –Chief, Flatonia Police Department Jack Pavlas – Director, Public Services
Public	Melanie Berger – Flatonia Argus Citizen Jill Phinney, Langford Community Management Services

Mayor Milson called the Regular meeting to order at 5:00 p.m.

Councilperson Dennis Geesaman led the invocation. Mayor Milson led the pledge to the American Flag and the pledge to the Texas Flag.

No public comment or citizen participation.

Consent Agenda

Donna Cockrell motioned to approve the consent agenda to include the Minutes of the June 23, 2020 special meeting. Mark Eversole seconded the motion. None opposed. Motion carried.

Workshop Agenda – open at 5:05 p.m.

WS7.1-2020.1 The workshop was opened at 5:05 p.m. and the draft FY 2021 budget was discussed. Workshop was closed at 6:12 p.m.

Workshop closed at 6:12 p.m.

Deliberation Agenda

7.1- 2020.1 Dennis Geesaman made a motion to approve the award of grant preparation of an application of the City’s 2020 TxCDBG Fire, Ambulance and Services Truck (FAST) Program and subsequent contract administration to Langford Community Management Services if application is funded. Catherine Steinhauser seconded the motion. None opposed. Motion carried.

- 7.1- 2020.2 Dennis Geesaman made a motion to approve the award of grant preparation of an application of the City's 2020 TxCDBG GLO Program and subsequent contract administration to Langford Community Management Services if application is funded. Ginny Sears seconded the motion. None opposed. Motion carried.
- 7.1-2020.3 Dennis Geesaman made a motion to approve the award of engineering services to Befco if grant application of the City's 2020 TxCDBG GLO Program is funded. Ginny Sears seconded the motion. None opposed. Motion carried.
- 7.1-2020.4 Council scheduled a budget workshop and special meeting for July 28th at 5 P.M.
- 7.1- 2020.5 Council scheduled a special meeting for August 6, 2020 in substitute of the regular August 11, 2020 meeting due to Council availability.
- 7.1- 2020.6 Catherine Steinhauser made a motion to approve outsourcing administrative functions to include payroll to ADP, Inc. Donna Cockrell seconded the motion. None opposed. Motion carried.
- 7.1-2020.7 No action taken on City Manager report.

Executive Session – open at 6:36 p.m.

- ES7.1-2020.1 As authorized by Section 551.074, Texas Government Code, the council may enter into closed or executive session to discuss the following personnel matter and, as authorized by Section 551.071, Texas Government Code, the council may consult with the City Attorney in connection with the personnel matter listed below:

Status report on investigation of circumstances that resulted in suspension of City Secretary for thirty days with pay effective June 16, 2020, including possible extension of the suspension with pay for another period not to exceed thirty (30) days, renewable after informal review of the circumstances.

Closed at 7:40 p.m.

Deliberation Agenda

- ES 7.1-2020.7 Donna Cockrell made a motion to confirm City Manager action renewing the suspension of the City Secretary for additional thirty (30) days, with pay, effective July 15, 2020, renewable after informal review of the circumstances. Catherine Steinhauser seconded the motion. None opposed. Motion carried.

The meeting was adjourned at 7:41 p.m.

Signed

Approved this 14th day of July, 2020.

Bryan Milson
Mayor

Attest

Sarah Novo
City Manager



Flatonia City Council

July 28th, 2020 Council Meeting

WORKSHOP

WS7.2-2020.1

Agenda Item:

Workshop on the draft FY 20-21 City of Flatonia Budget



Flatonia City Council

July 28th, 2020 Council Meeting

DELIBERATION

7.2-2020.1

Agenda Item: Consider and take appropriate action on the resolution reinstating, continuing and renewing the Declaration of Disaster as signed by Mayor Milson on March 24, 2020, ratified by Council on March 31, 2020, and continued by Council on March 31, 2020 and May 27, 2020 for an additional sixty days.

RESOLUTION NO. 2020.7.2

A RESOLUTION OF THE CITY COUNCIL OF FLATONIA, TEXAS, RATIFYING, REINSTATING, CONTINUING AND RENEWING THE DECLARATION OF DISASTER (PUBLIC HEALTH EMERGENCY) SIGNED BY THE MAYOR OF THE CITY OF FLATONIA, TEXAS ON MARCH 24, 2020, ATTACHED HERETO, RATIFIED, CONTINUED AND RENEWED EFFECTIVE MARCH 31, 2020 AND MAY 27, 2020 FOR A PERIOD OF SIXTY (60) DAYS EACH, AND BE IT RATIFIED AND REINSTATED THAT SAID DECLARATION OF DISASTER CONTINUE IN EFFECT FOR AN ADDITIONAL PERIOD OF SIXTY (60) DAYS FROM JULY 28, 2020.

WHEREAS, the City of Flatonia, Texas on the 24th day of March 2020, began preparing for widespread or severe damage, injury or loss of life or property resulting from the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, and

WHEREAS, it has been and continues to be critical to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Flatonia, and

WHEREAS, continuing the declaration of a state of disaster will facilitate and expedite the use and deployment of resources to enhance preparedness and response, and

WHEREAS, the President of the United States as well as the Governor of the State of Texas have certified that COVID-19 poses an imminent threat of disaster and declared a state of disaster for all counties in Texas on the 13th day of March 2020; and

WHEREAS, Texas Government Code, Section 418.108 requires that the City Council continue any mayoral declaration of disaster when such losses occur or are anticipated to occur under such circumstances; and

WHEREAS, state regulations require that the declaration by the Mayor previously continued or renewed by the City Council of the City of Flatonia, Texas be continued or renewed in order to receive federal or state financial assistance to recoup financial expenditures deployed by the City in the fight against the pandemic;

WHEREAS, the City Council of the City of Flatonia, Texas, a municipal corporation in Fayette County, Texas, met at a special meeting of the City Council of the City of Flatonia on July 28, 2020 after proper notice and posting required by the Texas Open Meetings Act, Chapter 551, Texas Government Code; and

WHEREAS, a quorum of the City Council of the City of Flatonia, Texas were present at a regular meeting of the City Council held on July 28, 2020; and

WHEREAS, upon motion duly made and seconded, the following resolution was unanimously adopted at said special meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FLATONIA, TEXAS:

1. That the Declaration of Disaster, attached hereto and incorporated herein for all purposes as if fully set forth verbatim, continued and renewed effective March 31, 2020 and May 27, 2020 for period of sixty (60) days each, be and it was ratified, reinstated.
2. That said Declaration of Disaster continue in effect for an additional period of sixty (60) days from July 28, 2020 or until the City of Flatonia, Texas is part of a Disaster Declaration by the President of the United States, whichever occurs sooner.

Done at Flatonia, Texas, on this the 28th day of July 2020.

CITY OF FLATONIA, TEXAS

Bryan Milson
Mayor

Catherine Steinhauser
Mayor Pro Tem

Donna Cockrell
Councilmember

Mark Eversole
Councilmember

Dennis Geesaman
Councilmember

Ginny Sears
Councilmember

ATTEST:

Sarah Novo
City Manager

APPROVED AS TO FORM:

Maria Angela Flores Beck
City Attorney



Flatonia City Council

July 28th, 2020 Council Meeting

DELIBERATION

7.2-2020.2

Agenda Item:

Consider and take appropriate action on an Interlocal Agreement with Flatonia ISD allowing for a School Resource Officer.

Staff Recommendation:

Staff recommends that the City continue with a shared services agreement with Fisd for a school resource officer.

Background:

In 2019, the City of Flatonia and the Flatonia Independent School District (Fisd) entered into an agreement for the shared cost and service of a school resource officer. At that time, the City and Fisd agreed to equally (50/50) bear the actual calculated cost of funding the SRO's annual salary who is assigned duties as a School Resource Officer or SROP supervisor pursuant to this Agreement. The school district has expressed that they are very pleased with this arrangement and the services received in FY 20 by Officer Alexander.

If it is Council's desire to continue with this contract, the proposed contract continues the current agreement. Fisd and the City of Flatonia will be equally responsible for one-half (50%) of the SRO's annual base compensation, which includes salary and benefits.

The City will provide one (1) TCLEOSE certified police officer to serve as School Resource Officer to work under the control and supervision of the City but assigned to perform daily tasks in cooperation with the campus Principal for the school to which they are assigned. As with all other officers under the City's employ, the City will provide the assigned School Resource Officer with a motor vehicle and with other material and equipment normally furnished to City Police Officer. The City is also responsible for SRO's license, appointment, training, continuing education, uniform, equipment, and firearms. Any property or equipment furnished by the City for use by a School Resource Officer in carrying out the duties under this Agreement shall during the time services are being performed, be owned and maintained by the City.

Fisd will provide the assigned School Resource Officer with an adequate office, a personal computer and computer support, supplies and other equipment as needed.

Funding:

Per this contract, 50% of the School resource officer salary is funded by the Flatonia Police Department while the remaining 50% is paid by Fisd. The Flatonia Police Department share has been included in the draft budget for FY 2021.

Recommended Motion:

I move to approve the Interlocal Agreement with Flatonia ISD for 50/50 funding of a School Resource Officer position. This contract commences September 1, 2020 and runs through August 31, 2021. The initial 1-year term shall automatically renew for successive 1-year terms subject to funding and the mutual desire of the City of Flatonia and Fisd to continue with this agreement.

**INTERLOCAL AGREEMENT
BETWEEN FLATONIA INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF FLATONIA FOR PROVISION OF SCHOOL RESOURCE OFFICER**

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Flatonia, Texas ("City") and the Flatonia Independent School District ("FISD") acting by and through their authorized Officer.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for units of local government to enter into Interlocal Cooperation Agreements to perform governmental functions and services;

WHEREAS, the City and FISD desire to enter into an agreement for the purpose of providing police services to FISD by the City, as hereinafter set out in the body of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein and for other valuable consideration, the receipt and sufficiency of where are hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is for the City and FISD to jointly fund a School Resource Office Program ("SROP")

**ARTICLE II
TERM**

2.1 The initial term of this Agreement is for one (1) year, commencing **September 1, 2020** ("Effective Date") and ends **August 31, 2021** ("Expiration Date"). The Agreement shall be for one (1) year initial term and shall automatically renew for successive one (1) year term subject to the funding provisions contained herein. Either party may terminate this Agreement at any time by giving ninety (90) days written notice to either party. Any fee due and owed by FISD under this Agreement as of the date of termination shall be paid by FISD to City within thirty (30) calendar days after receipt of a final invoice from the City.

**ARTICLE III
FINANCIAL OBLIGATIONS**

3.1 Each party represents and covenants that their respective financial obligations and liability hereunder shall constitute operating expenses of such party payable from funds annually budgeted and appropriated therefore.

ARTICLE IV SCHOOL RESOURCE OFFICER PROGRAM

4.1 The City and FISD agree to jointly fund a School Resource Officer Program (SROP) in accordance with the terms set forth herein.

4.2 Potential SRO shall be screened by the Police Department. All potential SRO candidates must be TCOLE certified police officer to serve as School Resource Officer. Approved candidates shall be forwarded to the Superintendent of the FISD, who in consultation with the campus principal and an interview team selected by the Superintendent shall select the SRO from the pool of approved candidates. The interview team will include the Police Sergeant assigned to supervise the SROP, the Principal and any other personnel assigned by the superintendent. The interview team will forward their recommendation to the Chief of Police who will review the recommendation submitted by the interview team. The Chief of Police will have final decision-making authority on the assignment of the SRO.

If the Superintendent or a Principal is not satisfied with the performance of the SRO assigned to a school, then s/he will make a written report detailing the performance issues of that SRO and may request that the SRO be removed from the SROP. The Chief of Police will review the written report. and should In the event that the Chief of Police concurs with the issues cited in the report, the Chief of Police will without unnecessary delay remove the officer in question from the SROP and assign another officer to fill that position. If the Chief of Police disagrees with the issues cited in the report, he will request a personal meeting with the Superintendent and Principal to attempt to resolve the issues cited in the report.

In the event the issue cannot be resolved, the SRO will be removed from the SROP and a replacement will be selected through the process described in 4.2 of this agreement. The FISD will continue to pay the salary, benefits, etc. defined in this agreement during the interim while the new SRO is being selected even though the position is vacant.

City agrees to assign one (1) TCOLE certified police officer to serve as School Resource Officer who shall be at all times under the control and supervision of the City but will work directly and in cooperation with the campus Principal for the school to which they are assigned. The City will be the authority on all City and Law Enforcement issues. The campus Principal will be the authority on all campus school issues and the Superintendent will be the authority on all District issues. The City shall provide each assigned School Resource Officer with a motor vehicle and with other material and equipment normally furnished to City Police Officers. The City will be responsible for SRO's license, appointment, training, continuing education, uniform, equipment, and firearms. City personnel who are assigned to perform School Resource Officer duties pursuant to this Agreement shall receive the same wage, salary, benefits, pension and other compensation for the performance of such duties, including injury or death benefits, and workers compensation benefits, as though the service had been rendered for the City. The City shall be responsible for the actual payment to or on behalf of the SRO for of all salary or wages, cost of living or merit pay increases, all certificate pay, all medical expenses, disability payments, pension payments, damage to equipment, and clothing for the SRO as it would be for any other employee of the City pursuant

to the City's policy. Expenses of travel, food, lodging, and training will be paid by the City when the travel or training is required by the City. When such travel/training is required by the Fisd, the District will pay for that travel/training and related food and lodging expense. Any property or equipment furnished by the City for use by a School Resource Officer in carrying out the duties under this Agreement shall during the time services are being performed, be owned and maintained by the City.

4.3 Fisd agrees to provide the assigned School Resource Officer with an adequate office, a personal computer and computer support, supplies and other equipment as needed. The SRO and the City shall not have routine access to student record information, which is confidential under federal law. To the extent that a Fisd administrator determines that there is a proper educational purpose for doing so, certain student records may be revealed to an SRO pursuant to Fisd Board Policy FL (Local). The City and the SRO, to the extent they receive access to student record information, hereby agree to keep all such information confidential pursuant to the Federal Family Educational Rights & Privacy Act 20 U.S.C.S 1232g.

4.4 In regard to the SRO's base compensation, City and Fisd agree to equally (50/50) bear the actual calculated cost of funding the annual base compensation of the SRO's annual salary who is assigned duties as a School Resource Officer or SROP supervisor pursuant to this Agreement. Actual calculated cost shall include salary and benefits Fisd shall only be responsible for one-half (50%) of the SRO's annual base compensation, which includes salary and benefits. The City shall fund the remaining one-half (50%) of the SRO's annual base compensation. Based on the City's fiscal year commencing October 1, 2020 the City shall provide Fisd with a detailed itemized, including the breakdown of the benefits, invoice for its respective share of the cost of the annual salary for each City Police Officer assigned duties in the School Resource Officer Program for the forthcoming year. Fisd shall pay its share of the annual cost of the SRO's salary in full within thirty (30) calendar days after receipt of such invoice. City shall pay the SRO on the same pay schedule and pay periods as other employees. City shall be responsible for withholding all applicable amounts withheld by employers under the relevant compensation and tax law and City policy. Itemization reflecting withholding of such amounts shall be stated in the detailed itemized invoice provided to Fisd by the City on October 1, 2020. Fisd shall not assume liability for any direct payment of any salaries, wages, benefits, or other compensation to the assigned SRO performing the duties provided hereunder. Furthermore, Fisd shall not be liable for compensation for wages or indemnity to assigned SRO for injury or sickness arising out of his/her employment pursuant to this Agreement. Fisd shall pay its calculated 50% portion of the SRO's annual salary to the City within the time stipulated in this Agreement and the City shall be solely responsible for the disbursement of any payment(s) to the SRO. The SRO shall at all times remain an employee of the City.

City and Fisd agree that the base compensation for the SRO for the ensuring year (2021-2022), shall be calculated in July, 2021, and notice of any change in the amount to be paid by Fisd shall be made in writing to the Superintendent not later than August 1, 2021, prior to the beginning of the renewed one year contract period.

For the purposes of overtime compensation, the City shall be solely responsible to fund the overtime compensation for the SRO for the performance of SRO duties set forth in this Agreement.

The duty resulting in overtime incurred by the SRO shall be approved by the Chief of Police. The Superintendent, Dr. Any Reddock, or his designee may request that the Chief of Police assign an officer or officers to perform functions outside of the duties of the SRO as set forth in this Agreement, in which case FISD shall be solely responsible for the actual payment of compensation for those outside functions directly to the officer or officer assigned by the Chief of Police.

4.5 City police officer assigned duties as School Resource Officer shall:

- a. Protect the safety of student and faculty and provide campus security by: providing
a police presence on campus and at student gatherings; and providing police protection of District property, personnel and students;
- b. Develop contacts with all principals on their assigned FISD campus and assist in providing proactive responses to any school crime problem;
- c. Assist FISD with its drug prevention program and a comprehensive safety program;
- d. Work closely and coordinate with the FISD truancy investigator;
- e. Provide law enforcement services to include but not limited to the investigation, detection and enforcement of State and local criminal laws at FISD facilities;
- f. SRO will not enforce FISD regulations, rules, policies or procedures;
- g. Communicate with campus principals regarding law enforcement incidents on campus or at school activities, excepting incidents that may compromise an ongoing investigation or where disclosure may be a violation of the law;
- h. Serve as liaison between the District and the police department;
- i. Identify and counter deviant student behavior, such as gang activity, through information and other assistance to students and staff;
- j. Attend professional development training as required by the City or as requested by the District and approved by the Chief of Police;
- k. Be available as time permits as a resource to teach, lead discussions, or offer information on law enforcement topics;
- l. Perform such other law enforcement duties as may be requested by the Superintendent or campus principal and assigned by the Chief of Police or his designee for the City;
- m. Complete and submit daily and monthly activity reports to the Superintendent or designee.

4.6 SRO shall have the campus to which they are assigned as their primary duty. However, the City reserves the right to temporarily reassign the SRO for training or during emergencies at the discretion of the Chief of Police.

4.7 SRO may work on campus during District professional development days with prior approval of the Principal. SRO may not work on campus during student holidays, staff holidays or during summer recess unless expressly assigned to SRO duties at summer school. SRO will complete TCOLE mandated training, if possible, during summer recess.

4.8 Each campus principal will work with the Chief of Police or his designee to assign SRO to a consistent eight-hour schedule. The SROs may work overtime at the request of FISD and upon approval of the Chief of Police or his designee. SRO assigned to duties as Special Alcohol/Drug

Enforcement and Education Officer shall have flexible hours assigned by the Chief of Police or his designee.

ARTICLE V
MISCELLANEOUS

5.1 Notice. Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

To: Fisd:
Dr. Andy Reddock
Superintendent of Schools
Flatonia Independent School District
P.O. Box 189
Flatonia, Texas 78941

To: City:
Sarah Novo
City Manager
City of Flatonia
P.O. Box 329
Flatonia, Texas 78941

Any party may, at any time, by written notice to the other party, designate different or additional persons or different addresses for the getting of notices hereunder.

5.2 Legal Construction. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both parties.

5.3 Governing Law. The obligations and undertakings of each of the parties to this Agreement are and shall be performed in Fayette County, Texas. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in Fayette County, Texas.

5.4 Entire Agreement. This agreement embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this Agreement.

5.5 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.6 Execution. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.7 Immunity. Nothing in this Agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either party under Texas Civil Practice and Remedies Code. Neither the City nor the Fisd waives or relinquishes any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the functions or obligations hereunder. Both parties agree that the services provided hereunder are exclusively governmental functions.

5.8 Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the City or Fisd unless such a basis exists independent of this Agreement under State and Federal law.

5.9 Liability. All claims by third parties arising as a result of the enforcement of Local, State, or Federal law, including employment claims, shall be handled by, and be the responsibility of, the City.

6.0 Indemnification. The City will protect, defend, indemnify, and hold harmless Fisd, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement.

EXECUTED this ____ day of _____ 20____.
CITY OF FLATONIA, TEXAS

By: _____
MAYOR

ATTEST:

CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

EXECUTED this ____ day of _____ 20____.
FLATONIA INDEPENDENT SCHOOL DISTRICT

By: _____
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: _____
SECRETARY, BOARD OF TRUSTEES



Flatonia City Council

July 28th, 2020 Council Meeting

DELIBERATION

7.1-2020.3

Agenda Item:

Consider and take appropriate action on report on revenues and expenditures of the Hotel Occupancy Tax monies from Q2 FY 2020.

E. A. Arnim Archives & Museum

Prepared by Judy Pate

Highlights of 2nd Quarter 2020 Activities:

Visitors:

- Reopened following Coronavirus shutdown on Thursday, May 28. Visitors began returning in usual numbers by June 11.
- Heritage visitors included members of the Arnim, DeWitt, Magnus/Lamascus, Steinhauser and Tauch families.

Conservation:

- Professional conservation work on the circa 1889 large scale map of Flatonia has been completed and it is ready for pickup.
- Replacement wooden chair backs for the circa 1886 old Flatonia Opera House theatre seats have been delivered and are ready for reassembling with the wrought iron frames.
- A number of objects related to Flatonia area history have recently been donated and will be permanently added to our collection.

Other:

- A socially distanced open air quarterly board meeting was held in the back of the barn on June 18.
- During the time the museum was closed to visitors, archiving projects, work on several tasks in the barn, and maintenance of the Texas Natives Garden continued.
- Plans are being developed to convert the storage closet adjacent to our current restroom in the barn to a second restroom. It would double our capacity there during our fundraiser and other public events as well as provide a much needed ADA compliant facility.

E. A. Arnim Archives & Museum of Flatonia

2nd Quarter 2020 HOT Tax Income/Expense Report

Balance Forward		\$ 2,046.88
HOT TAX INCOME IN 2nd QUARTER		
City of Flatonia		\$ 6,125.00
Interest Income		\$ 1.84
TOTAL INCOME		\$ 6,126.84
HOT TAX EXPENSES IN 2nd QUARTER		
Utilities		
Electric & Water	802.43	
Telephone & Internet	344.55	
TOTAL Utilities		1,147.09
Wages		3,047.54
Payroll Tax		379.44
Security		206.91
Insurance		896.67
Office Expenses		64.00
Advertising and Promotion		1,070.00
TOTAL EXPENSES		\$6,811.65

FLATONIA CHAMBER OF COMMERCE
 2nd QTR HOT FUNDS REPORT FOR 2020
 April, May, June 2020

DATE 2020	CHECK #	PAYABLE TO	EXPLANATION	AMOUNT
4-1	3238	Flatonia Argus	Ad for Grand Opening	44.10
4-13	3239	Hengst Printing	Envelopes, Copy Paper, Bus. Cards	391.57
4-20	3240	Saffire Websites	Quarterly hosting & Licensing fees	675.00
4-20	3241	Waelder Yearbook Staff	Full Page Ad	150.00
4-27	3242	Beverly Z. Ponder	Payroll 4-13 to 4-24-2020	885.97
4-27	3244	James Longmire	Final Kitchen Remodel	700.00
4-28	3245	Blahuta Advertising	500 Crawfest Cups	375.89
5-11	3246	Amigo's Country Corner	May & June Billboard Lease	500.00
5-11	3247	Beverly Z. Ponder	Payroll 4-27 to 5-8-2020	885.97
5-25	3248	Beverly Z. Ponder	Payroll 5-11 to 5-22-2020	885.97
6-5	3249	Beverly Z. Ponder	Payroll 5-25 to 6-5-2020	885.97
6-8	3250	Flatonia Argus	Sig Ad for Graduation Page	10.00
6-8	3251	Saffire Websites	Quarterly Hosting & Licensing Fees	675.00
6-22	3252	Beverly Z. Ponder	Payroll 6-8 to 6-10-2020	885.97
TOTAL				\$7,951.41

2nd Quarter HOT funds report 2020 - Rail Museum

7/10/2020				
Mark Eversole, President				
				Beginning Balance
				3,686.83
Re: Second Quarter			Income	
	HOT Funds		2,625.00	
	Donations from Jar		77.00	
Total Income			2,702.00	
		Description		
Expenses				
	Rubin Cedillos	Mowing/Cleaning	-215.00	
	Moe Electronics	Computer Repair	-75.75	
	Gary Kadcub	Gas / Supplies Train Display	-318.79	
	Main Street Pharmacy	Masks / Supplies COVID 19	-152.23	
	City of Flatonia	Utilities/		
		March	-188.81	
		April	-128.28	
		May	-133.53	
	Amazon	Dolly / Moving exhibits	-83.58	
	Katy Horn	Frames / Supplies / Rug	-173.92	
	Food Mart	Water	-21.87	
	Fernando Vargas	Drilling / for Train Display	-80.00	
	Dennis Olsovsky	Contract Labor	-160.00	
	Mark Eversole	Drill Bit / Supplies New Exhib	-52.18	
Total Expenses			-1,783.94	
		Endng Balance		4,604.89

Date	Check #	Transaction Detail	Deposits	Withdrawals	Balance
10/1/2019		Balance forward			\$ 38,965.24
10/4/2019	1051	Sign Ad		\$ 1,020.00	\$ 37,945.24
10/8/2019	1052	EA Arnim Archives & Museum		\$ 6,125.00	\$ 31,820.24
10/8/2019	1053	Chamber of Commerce		\$ 7,875.00	\$ 23,945.24
10/8/2019	1054	Flatonia Special Projects		\$ 2,625.00	\$ 21,320.24
10/31/2019		Olle Hotel - 3rd Qtr 2019	\$ 1,054.62		\$ 22,374.86
10/31/2019		Town Cottages - 3rd Qtr 2019	\$ 182.43		\$ 22,557.29
11/7/2019	1055	Sign Ad		\$ 1,020.00	\$ 21,537.29
11/13/2019	1056	Fayette Co. Tourism		\$ 2,500.00	\$ 19,037.29
11/20/2019		Best Western - 3rd Qtr 2019	\$ 18,907.18		\$ 37,944.47
11/20/2019		Carefree Inn - 3rd Qtr 2019	\$ 4,363.31		\$ 42,307.78
12/13/2019	1057	ez Task - website		\$ 2,028.00	\$ 40,279.78
12/18/2019	1058	Sign Ad 245221& 244688		\$ 1,020.00	\$ 39,259.78
1/2/2020		Olle Hotel - 4th Qtr 2019	\$ 1,975.56		\$ 41,235.34
1/6/2020	1059	EA Arnim Archives & Museum		\$ 6,125.00	\$ 35,110.34
1/6/2020	1060	Chamber of Commerce		\$ 7,875.00	\$ 27,235.34
1/6/2020	1061	Flatonia Special Projects		\$ 2,625.00	\$ 24,610.34
1/16/2020	1062	Sign Ad		\$ 1,020.00	\$ 23,590.34
2/4/2020		Reimburse from Flatonia Special F	\$ 225.84		\$ 23,816.18
2/5/2020		Best Western - 4th Qtr 2019	\$ 19,909.84		\$ 43,726.02
2/5/2020		Carefree Inn - 4th Qtr 2019	\$ 3,710.91		\$ 47,436.93
2/5/2020		Town Cottages - 4th Qtr 2019	\$ 391.65		\$ 47,828.58
2/5/2020		Best Western - 2nd Qtr 2019	\$ 15,410.65		\$ 63,239.23
1/31/2020	1063	Flyer View Group - map brochures		\$ 2,795.00	\$ 60,444.23
2/6/2020	1064	Sign Ad 244173		\$ 400.00	\$ 60,044.23
3/20/2020	1065	Sign Ad 246862,		\$ 2,055.00	\$ 57,989.23
3/23/2020	1066	Sign Ad		\$ 620.00	\$ 57,369.23
4/6/2020	1067	Flatonia Special Projects		\$ 2,625.00	\$ 54,744.23
4/6/2020	1068	EA Arnim Archives & Museum - 1st Quarter		\$ 6,125.00	\$ 48,619.23
4/6/2020	1069	Chamber of Commerce - 1st Quarter		\$ 7,875.00	\$ 40,744.23
4/17/2020	1070	Sign Ad Outdoor 249357,248876		\$ 1,035.00	\$ 39,709.23
4/17/2020	1071	Jesus Aguillon - Civic Center Restrooms		\$ 2,000.00	\$ 37,709.23
4/20/2020		Town Cottages - 1st Qtr 2020	\$ 137.90		\$ 37,847.13
4/20/2020		Olle Hotel - 1st Qtr 2020	\$ 876.47		\$ 38,723.60
5/1/2020	1072	Jesus Aguillon - Civic Center Restrooms		\$ 2,200.00	\$ 36,523.60
5/20/2020		Best Western - 1st Qtr 2020	\$ 15,000.00		\$ 51,523.60
5/20/2020		Team Housing Solutions	\$ 10.76		\$ 51,534.36
5/15/2020	1073	Flatonia Chamber of Commerce - baby changing stations for restroom		\$ 496.90	\$ 51,037.46
5/20/2020	1074	Sign Ad invoices - 249821& 250282		\$ 1,035.00	\$ 50,002.46
5/29/2020	1075	Jesus Aguillon - Civic Center Restrooms		\$ 6,500.00	\$ 43,502.46
5/29/2020	1076	Leroy's Plumbing		\$ 13,500.00	\$ 30,002.46
6/1/2020	1077	Sign Ad - 250750		\$ 415.00	\$ 29,587.46
6/11/2020	1078	Trips Publications		\$ 800.00	\$ 28,787.46
6/16/2020	1079	Sign Ad - 251240		\$ 620.00	\$ 28,167.46
6/22/2020		Sunset Inn - 1st Qtr 2020	\$ 401.55		\$ 28,569.01
6/22/2020		Sunset Inn - 4th Qtr. 2019	\$ 74.16		\$ 28,643.17
7/9/2020	1080	EA Arnim Archives & Museum - 2nd Quarter		\$ 6,125.00	\$ 22,518.17
7/9/2020	1081	Chamber of Commerce		\$ 7,875.00	\$ 14,643.17
	1082	Void check	\$ -	\$ -	\$ 14,643.17
7/10/2020	1083	Flatonia Special Projects		\$ 2,625.00	\$ 12,018.17
7/15/2020		Olle Hotel - 2nd Qtr. 2020	\$ 444.99		\$ 12,463.16
7/16/2020		Carefree Inn - 1st Qtr. 2020	\$ 2,666.78		\$ 15,129.94
7/17/2020		Sunset Inn - 2nd Qtr.	\$ 1,199.71		\$ 16,329.65
7/20/2020		Town Cottages	\$ 52.50		\$ 16,382.15



Flatonia City Council

July 28th, 2020 Council Meeting

DELIBERATION

7.2-2020.4

Agenda Item:

Consider and take appropriate action on a Memorandum of Understanding with Flatonia ISD regarding the softball field at McWhirter Park.



FLATONIA INDEPENDENT SCHOOL DISTRICT

P.O. Box 189 • Flatonia, Texas 78941 • (361) 865-2941 • Fax (361) 865-2940

Memorandum of Understanding

Parties Involved: City of Flatonia, Flatonia Independent School District

June 8, 2020

The City of Flatonia and The Flatonia Independent School District do hereby enter into an agreement for use of the Softball Field. Flatonia ISD will pay a rental fee of \$3,000.00 to the City of Flatonia for rent which allows Fisd use of the softball field for the 2021 season (January thru June).

Subject to the requirement set forth below that Flatonia ISD is wholly responsible for the general field maintenance of the field during the season, the \$3,000.00 will be used by the City of Flatonia to offset expenses relating to upkeep and materials for the softball field. Requests and expenditures for field maintenance supplies at any time by Flatonia ISD from City of Flatonia funds, must be approved by the City of Flatonia prior to purchase. Flatonia ISD will be responsible for over-seeding, fertilization and/or pest control cost for the field in preparation for seasonal play. The City of Flatonia will be responsible for general maintenance of the field during the off-season (July through December). Flatonia ISD only shall have no such responsibility for the remainder of McWhirter Park.

This agreement also provides Flatonia ISD with priority use of the field over other entities, such as Little League or Babe Ruth, as long as Flatonia ISD has previously scheduled such use and abides by field maintenance requirement(s).

Bryan Milson
Mayor
City of Flatonia

Andy Reddock
Superintendent
Flatonia ISD

Date

Date

6/8/2020



Flatonia City Council

July 28th, 2020 Council Meeting

EXECUTIVE SESSION

ES7.2-2020.1

Agenda Item:

As authorized by Section 551.086, Texas Government Code, the council may enter into closed or executive session to discuss and act upon the following competitive electric matter:
Credit to be given by Lower Colorado River Authority to the City of Flatonia



Flatonia City Council

July 28th, 2020 Council Meeting

EXECUTIVE SESSION

ES7.2-2020.2

Agenda Item:

As authorized by Section 551.074, Texas Government Code, the council may enter into closed or executive session to discuss the following personnel matter and, as authorized by Section 551.071, Texas Government Code, the council may consult with the City Attorney in connection with the personnel matter listed below:

Status report on suspension of City Secretary